BILL NO. S-85-04-15

SPECIAL ORDINANCE NO. S- 60-85

AN ORDINANCE approving Contract No. 85-XP-4 - GM Water Main Extension Project 30" Indianapolis Road Div. 2 Feeder Main, by the City of Fort Wayne by and through its Board of Public Works and Safety and T-G Excavating, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 2. That the annexed Contract No. 85-XP-4 - GM Water Main Extension Project 30" Indianapolis Road Div. 2 Feeder Main, by the City of Fort Wayne by and through its Board of Public Works and Safety and T-G Excavating, Inc., is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

> the installation of 13,255± L.F. of 30" Ductile Iron Water Main, from the pumping station on Smith Road, south to Indianapolis Road, thence Southwest along Indianapolis Road to Branstrator Road Intersection;

the Contract price is Six Hundred Eighty-Eight Thousand Seventeen and 17/100 Dollasr ($688,017.17).

SECTION 2. Prior Approval was received from Council with respect to this Contract on March 26, 1985. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S

DATE: 4-9-85

Nadeyda Eckhoff
SANDRA E. KENNEDY, CITY CLERK
Chief Deputy

Read the third time in full and on motion by Henry, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9	____	_____	_____	_____
BRADBURY	✓	____	_____	_____	_____
BURNS	✓	____	_____	_____	_____
EISBART	✓	____	_____	_____	_____
GiaQUINTA	✓	____	_____	_____	_____
HENRY	✓	____	_____	_____	_____
REDD	✓	____	_____	_____	_____
SCHMIDT	✓	____	_____	_____	_____
STIER	✓	____	_____	_____	_____
TALARICO	✓	____	_____	_____	_____

DATE: 4-23-85

Nadeyda Eckhoff
SANDRA E. KENNEDY, CITY CLERK
Chief Deputy

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (APPROPRIATION) (~~GENERAL~~) (SPECIAL) (~~ZONING MAP~~) ORDINANCE (~~RESOLUTION~~) NO. S-60-85.

on the 23rd day of April, 19 85,

ATTEST:

Nadeyda Eckhoff
SANDRA E. KENNEDY, CITY CLERK
Chief Deputy

(SEAL)

Mark E. Giaquinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of April, 19 85, at the hour of 11:30 o'clock A.M.,E.S.T.

Nadeyda Eckhoff
SANDRA E. KENNEDY, CITY CLERK
Chief Deputy

Approved and signed by me this 25th day of April, 19 85, at the hour of 9:00 o'clock A.M.,E.S.T.

WIN MOSES, JR., MAYOR

CONTRACT NO. 85-XP-4

BOARD ORDER NO. 23-85 WORK ORDER NO. 63761

THIS CONTRACT, made and entered into in triplicate, this 3rd day of April, 1985, by and between T-G EXCAVATING, INC., herein called CONTRACTOR, and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER,

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of:

> 13,255± L.F. of 30" Ductile Iron Water Main, from the Pumping Station on Smith Road, south to Indianapolis Road, thence Southwest along Indianapolis Road to Branstrator Road intersection,

all according to Fort Wayne Water Utility Drawing No. Y-10594, Sheets 1 thru 8, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract, the sum of six hundred eighty-eight thousand seventeen dollars and 17/100 cents ($688,017.17). In the event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month based on the contract price of labor and materials incorporated in the work and as estimated by the Contractor and approved or revised by the Water Engineering Department, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor, that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Water Engineering Department to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the Contractor; provided, only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons, who have supplied labor, material, or equipment for the work, have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I. C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growning out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana, rendered against the City of Fort Wayne, in any suit or claim arising under said Workmen's Compensation Acts of the State of Indiana, now, or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana by 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder, at the time the Completion Affidavit is filed, shall also file a Manpower Utilization Report for this project.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. Advertisement for Bids, for Contract No. 85-XP-4.
b. Instructions to Bidders for Contract No. 85-XP-4.
c. Contractor's Proposal dated March 13, 1985.
d. Fort Wayne Water Utility Engineering Department Drawing No. Y-10594, Sheets 1 to 8.
e. Supplemental Specifications for Contract No. 85-XP-4.
f. Detailed Specifications and Conditions for the Installation of Construction Standards and Water Main and Water Service Materials Standards of the Fort Wayne Water Utility, Engineering Department, latest revision, except as modified in the Supplemental Specifications.
h. Workman's Compensation Act (I. C. 22-3-2-1).
i. Non Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
j. Prevailing Wage Scale.
k. Performance and Guaranty Bond.
l. Minority/Female Employment Requirements Option.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the Contractor shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the water main by the City.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof, a certificate from an insuror acceptable to Owner showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to Owner.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies, which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other pahses or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the contract within one hundred and twenty (120) consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the Owner, unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

T-G EXCAVATING, INC.

By: Thomas M. Stockamp
THOMAS M. STOCKAMP, PRESIDENT

By: Harold R. Zimmer
HAROLD R. ZIMMER, ASSISTANT SECRETARY

CITY OF FORT WAYNE, INDIANA

By: _____
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY

David J. Kiester
DAVID J. KIESTER
DIRECTOR OF PUBLIC WORKS

Cosette R. Simon
COSETTE R. SIMON
DIRECTOR OF ADMINISTRATION AND FINANCE

ATTEST:

Helen V. Gochenour
HELEN V. GOCHENOUR, CLERK

_____
LAWRENCE D. CONSALVOS
DIRECTOR OF PUBLIC SAFETY

APPROVED AS TO FORM AND LEGALITY:

R. J. Smouffer
ASSOCIATE CITY ATTORNEY

APPROVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE ON _____ DAY OF _____, 19____.

SPECIAL ORDINANCE NO._____.

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 26th day of MARCH, 1985, personally appeared the within named THOMAS M. STOCKAMP and HAROLD R. ZIMMER, who being by me first duly sworn upon their oaths, say that they are the President and Assistant Secretary, respectively, of T-G EXCAVATING, INC., and as such, duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of T-G EXCAVATING, INC., for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Joan E. Burns

NOTARY PUBLIC
A Resident of Allen County, Indiana

JOAN E. BURNS
Type or Print Name of Notary

MY COMMISSION EXPIRES:

3-5-88

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this _____ day of _____, 19_____, personally appeared the within named WIN MOSES, JR., Mayor of the City of Fort Wayne; DAVID J. KIESTER, COSETTE R. SIMON, and LAWRENCE D. CONSALVOS, Members of the BOARD OF PUBLIC WORKS AND SAFETY, City of Fort Wayne, Indiana; and HELEN V. GOCHENOUR, Clerk of the Board of Public Works and Safety, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

_____

NOTARY PUBLIC
A Resident of Allen County, Indiana

_____

Type or Print Name of Notary

MY COMMISSION EXPIRES:

_____

SPECIMEN FORM
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

T- G Excavating, Inc.
(Name of Contractor)

5544 Huguenard Road, Fort Wayne, Indiana 46818
(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Fidelity and Deposit Company, Baltimore, Maryland
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of Six Hundred Eighty Eighty Thousand seventeen dollars and seventeen cents Dollars ($ 688,017.17 .)
(value of work) for the payment whereof well and truely to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 3rd day of April, 19 85, for the construction of:

all according to the Fort Water Utility Engineering Department Drawing No. Y-10594, Sheet(s) 1 thru 8, and special provisions, and according to the Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains, Construction Standards and Water Main and Water Service Materials Standards adopted July 7, 1982.

WHEREAS, said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations, furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor, or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed (3) (number) counterparts, each one of which, shall be deemed an original, this _____ day of _____, 1985.

T-G Excavating, Inc.
Principal

ATTEST:

Harold R. Zimmerle
(Principal) Secretary, Asst.

(SEAL)

By Thomas M. Stockamp (SEAL)
Thomas M. Stockamp, President
5544 Huguenard Road
(Address)

Fort Wayne, Indiana 46818

Linda L Landis
Witness as to Principal

1401 S. Park Dr
(Address)

New Haven, In 46774

Fidelity and Deposit Company of Maryland
Surety

By Duane E. Lupke
Attorney-in-Fact Duane E. Lupke

ATTEST:

Virginia Ryson
(Surety) Secretary (Attorney-in-fact)

(SEAL)

Cynthia E. Reinking
Witness as to Surety

Baltimore, Maryland
(Address)

P.O. Box 11309
(Address)

Fort Wayne, Indiana 46857

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute Bond.

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Stephen E. Stewart, Barbara J. Hause and Virginia T. Axson, all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., etal, dated, August 2, 1983.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of February, A.D. 19 84.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:

SEAL

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND }
CITY OF BALTIMORE } ss:

On this 22nd day of February, A.D. 19 84, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

CAROL J. FABER NOTARY PUBLIC BALTIMORE CITY, MD

Carol J. Faber

Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this ..... day of ....., 19.....

.....
Assistant Secretary

L1428a—Gf—044-2987

FOR YOUR PROTECTION LOOK FOR THE F&D WATERMARK

(SPECIMEN FORM)
CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY
PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we T-G Excavating, Inc., 5544 Huguenard Rd, Fort Wa Indiana (Contractor or Developer) as Principal, and the Fidelity and Deposit Company of Maryland (Insurance Company), a corporation organized under the laws of the State of Maryland (State and Date), and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of $688,017.17 (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present. The condition of the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied for authority to construct or cause to be constructed, a water main to become part of the City's water distribution system, which said water main is to be built and constructed according to plans and specifications prepared by or approved by City and known as the Contract No 85-XP-4 Fort Wayne, Indiana ; and
(Name of Project)

WHEREAS, the grant of authority by City to so construct such water main provides:

1. That said water main shall be completed according to said plans and specifications, and warrant and guarantee all work, material, conditions of the water main for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice; and,
4. To agree to maintain said water main for a period of one (1) year following written acceptance by the City of said water main; and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

T-G Excavating, Inc.

(Contractor or Developer)

ATTEST:

Harold R. Grimm

ASST. SEC'Y.

(Title)

BY: Thomas M. Stockamp

(Name) Thomas M. Stockamp, President

President

(Title)

Fidelity and Deposit Company of Maryland

(Insurance Company) Surety

*BY: Duane E. Lupke

Authorized Agent Duane E. Lupke
Attorney-in-fact

*If signed by an agent,
power of attorney must be attached

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, . . . and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Stephen E. Stewart, Barbara J. Hause and Virginia T. Axson, all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., etal, dated, August 2, 1983.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of February, A.D. 19 84.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND }
CITY OF BALTIMORE } ss:

On this 22nd day of February, A.D. 19 84, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.

Carol J. Faber
Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this ..... day of ....., 19.....

Assistant Secretary

L1428a—Ctf—044-2987

FOR YOUR PROTECTION LOOK FOR THE F&D WATERMARK

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said State, personally appeared

THOMAS M. STOCKAMP (name), PRESIDENT (title)

and HAROLD R. ZIMMER (name), ASSISTANT SECRETARY (title)

of T-G EXCAVATING, INC. (company) and

DUANE E. LUPKE

Attorney in Fact, for said FIDELITY AND DEPOSIT COMPANY OF MARYLAND as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond, in their respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 26 day of MARCH, 19 85.

Joan E. Burns

Notary Public JOAN E. BURNS

Resident of ALLEN County, IN.

My Commission Expires:

3-5-88

6476

Admn. Appr. _____

TITLE OF ORDINANCE Contract No. 85-XP-4 - GM Water Main Extension Project, 30" Indianapolis Rd. Div. 2 Feeder Main

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

S-85-04-15

SYNOPSIS OF ORDINANCE Contract 85-XP-4 - GM Water Main Extension Project, 30" Indianapolis Rd. Division Water Main, is for the installation of 13,255+ L.F. of 30: Ductile Iron Water Main, from the pumping station on Smith Road, south to Indianapolis Road, thence Southwest along Indianapolis Road to Branstrator Road Intersection. T-G Excavating, Inc., Contractor.

PRIOR APPROVAL RECEIVED ON 3/26/85

EFFECT OF PASSAGE Water Main Extension to serve GM.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $688,017.17

ASSIGNED TO COMMITTEE

BILL NO. S-85-04-15

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) (RESOLUTION) approving Contract No. 85-XP-4 - GM Water Main Extension Project 30" Indianapolis Road Div. 2 Feeder Main, by the City of Fort Wayne by and through its Board of Public Works and Safety and T-G Excavating, Inc.

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (RESOLUTION)

YES		NO
	THOMAS C. HENRY CHAIRMAN	
	JANET G. BRADBURY VICE CHAIRWOMAN	
	DONALD J. SCHMIDT	
	JAMES S. STIER	
	CHARLES B. REDD	

CONCURRED IN 4-23-85

SANDRA E. KENNEDY
CITY CLERK